

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI3858

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JUST ENERGY ADVANCED SOLUTIONS LLC		02/01/2024	Limited Liability Company:
RECEIVING PARTY DATA			
Company Name:	RESTITUTION BRANDS LLC		
Street Address:	5444 Westheimer Rd		
Internal Address:	Suite 1000		
City:	HOUSTON		
State/Country:	TEXAS		
Postal Code:	77056		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5323333		
Registration Number:	5323332	TERRAPASS	
CORRESPONDENCE DATA			
Fax Number:	7132204621		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7132204621		
Email:	HouPatentTrademark@hunton.com		
Correspondent Name:	Mr. Gregory L. Porter		
Address Line 1:	600 TRAVIS ST.		
Address Line 2:	SUITE 4200		
Address Line 4:	HOUSTON, TEXAS 77002		
NAME OF SUBMITTER:	KIM R DUFAULT		
SIGNATURE:	KIM R DUFAULT		
DATE SIGNED:	02/05/2024		
Total Attachments: 15			
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MEMBERSHIP INTEREST PLEDGE AND SECURITY AGREEMENT

THIS MEMBERSHIP INTEREST PLEDGE AND SECURITY AGREEMENT (this “Agreement”) is dated as of February 1, 2024 between JUST ENERGY ADVANCED SOLUTIONS LLC, a Delaware limited liability company (“Secured Party”), RESTITUTION BRANDS LLC, a Texas limited liability company (“Buyer”), and DAVID MECKLEY and SAMUEL TELLEEN (the “Individual Pledgors” and together with Buyer, the “Pledgors”). Each of the parties to this Agreement is sometimes referred to individually as a “Party” and all of the parties to this Agreement are sometimes collectively referred to in this Agreement as the “Parties.” Capitalized terms used but not otherwise defined herein have the meanings set forth in that certain Asset Purchase Agreement (the “Purchase Agreement”), dated as of January 19, 2024, by and among the Parties.

WITNESSETH:

WHEREAS, each of Secured Party, Buyer and the Pledgors are parties to the Purchase Agreement;

WHEREAS, pursuant to the terms of the Purchase Agreement, Buyer is purchasing the Purchased Assets and assuming the Assumed Liabilities;

WHEREAS, this Agreement is being delivered pursuant to Sections 3.02(a)(vi) and 3.02(b)(v) of the Purchase Agreement, which requires that this Agreement provide a pledge by the Individual Pledgors to Secured Party of all of the membership interests of Buyer owned by the Individual Pledgors (“Buyer Interests”) and the issuance of a security interest by Buyer in the Purchased Assets (“Buyer Assets”) as collateral security for the obligations of Buyer under the Purchase Agreement; and

WHEREAS, Secured Party entered into the Purchase Agreement subject to the condition that the Pledgors pledge to Secured Party (i) all of Buyer Interests, and (ii) all of the Buyer Assets.

NOW, THEREFORE, in consideration of the representations, warranties, agreements and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties undertake and agree as follows:

1. Obligations. This Agreement is made to secure for Secured Party the due and punctual payment, performance, observance and discharge of the payment obligations of Buyer to Secured Party pursuant to the terms of the Purchase Agreement or under any other Transaction Document to which Buyer is a party, including the Installment Payments for the Purchase Price, and the performance of all covenants, terms and provisions therein (all of the foregoing is herein collectively called the “Secured Obligations”).

2. Pledge of Buyer Interests; Grant of Security Interest in Buyer Assets. The Individual Pledgors own the Buyer Interests and hereby assign, pledge and deposit with Secured Party, and grant to Secured Party a security interest in, all of the Buyer Interests together with all dividend rights, distribution rights, and all other rights of every kind relating to the Buyer Interests, and all proceeds, products, and replacements attributable to or accruing by virtue of the Buyer Interests (the “Pledged Collateral”) as collateral to secure the Secured Obligations under the Purchase

Agreement. Buyer owns the Buyer Assets and hereby grants to Secured Party a security interest in, and lien on, all of the Buyer Assets together with all dividends, proceeds, products, and replacements attributable to or accruing by virtue of the Buyer Assets (the “Encumbered Collateral” and together with the Pledged Collateral, subject to Section 3 below, the “Collateral”) as collateral to secure the Secured Obligations under the Purchase Agreement.

3. Collateral. The Pledged Collateral includes the Buyer Interests together with all dividend rights, distribution rights, and all other rights of every kind relating to the Buyer Interests, and all proceeds, products, and replacements attributable to or accruing by virtue of the Buyer Interests. The Encumbered Collateral includes the Buyer Assets and all other personal and fixture property of every kind and nature including all goods (including inventory, equipment, and any accessions thereto), instruments (including promissory notes), documents (whether tangible or electronic), accounts (including insurance receivables), chattel paper (whether tangible or electronic), money, deposit accounts, letters of credit, letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), all securities and equity interests in Buyer (whether now existing or hereinafter created or issued) and all other investment property, supporting obligations, and other contracts rights or rights to the payment of money, insurance claims and proceeds, tort claims, and all general intangibles (including all payment intangibles and intellectual property).

4. Representations; Warranties and Covenants of the Pledgors. The Pledgors, jointly and not severally, further covenant and agree with, and represent and warrant to Secured Party, as follows:

(a) The Individual Pledgors are the lawful owners of the Buyer Interests, including all respective right, title and interest in and to the portion of the Collateral represented by the Buyer Interests.

(b) Buyer is the lawful owner of the Buyer Assets, including all respective right, title and interest in and to the portion of the Collateral represented by the Buyer Assets.

(c) Except as set forth on Schedule 4(c), there are no liens or encumbrances on the Collateral, the Collateral is not subject to any pledge, grant, mortgage, hypothecation, rehypothecation or security interest, and the Pledgors will keep the Collateral free from any lien, security interest or encumbrance, other than the security interest granted to Secured Party hereunder.

(d) The Pledgors shall warrant and defend title to the Collateral against the claims and demands of all persons whomsoever.

(e) No Pledgor shall not sell or transfer all or any part of the Collateral, other than inventory, including carbon offset credits, sold or transferred in the ordinary course of Buyer’s business.

(f) Pledgors shall not permit any new class or series of equity interests in Buyer to be created or issued (“New Equity”) without all such New Equity being pledged to Secured Party and included in the Collateral.

(g) Each Pledgor has the power and authority to pledge hereunder the Collateral owned by such Pledgor.

(h) This Agreement has been duly executed and delivered by the Pledgors, and (assuming due authorization, execution and delivery by Secured Party), this Agreement constitutes a legal, valid and binding obligation of the Pledgors, enforceable against the Pledgors in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

5. Dividends and Voting Rights.

(a) Subject to any terms and conditions contained in the Purchase Agreement and so long as no Event of Default shall have occurred:

(i) Each Individual Pledgor shall be entitled to exercise any and all voting and other consensual rights pertaining to the Pledged Collateral or any part thereof for any purpose not inconsistent with the terms or purposes hereof.

(ii) Each Individual Pledgor shall be entitled to receive and retain, free and clear of the lien hereof, any and all distributions of Buyer attributable to the Pledged Collateral owned by such Individual Pledgor; provided, however, that any and all (A) non-cash distributions paid, received or otherwise distributed in respect of, or in exchange for, any such Pledged Collateral, and (B) cash distributions paid in respect of any Pledged Collateral in connection with a liquidation or dissolution or reorganization or in connection with a reduction of capital, capital surplus, stock-split, spin-off or similar rearrangement, shall be immediately delivered to Secured Party to hold as Pledged Collateral and shall, if received by such Individual Pledgor, be received in trust for the benefit of Secured Party, be segregated from the other property or funds of such Individual Pledgor and be promptly (but in any event within five (5) business days after receipt thereof) delivered to Secured Party as Pledged Collateral in the same form as so received (with any necessary endorsement). Any distributions from Buyer (whether cash or non-cash) made after the occurrence of an Event of Default shall be held in trust by such Individual Pledgor for Secured Party.

(b) Upon the occurrence of any Event of Default:

(i) All rights of each Individual Pledgor to exercise the voting and other consensual rights it would otherwise be entitled to exercise hereunder shall immediately cease, and all such rights shall thereupon become vested in Secured Party, which shall have the sole right to exercise such voting and other consensual rights.

(ii) All rights of each Individual Pledgor to receive distributions hereunder shall immediately cease and all such rights shall thereupon become vested in Secured Party, which shall have the sole right to receive and hold such distributions as Collateral.

6. Further Assurances. Each Pledgor shall, at its sole cost and expense, from time to time execute and deliver to Secured Party appropriate instruments as Secured Party may request in

order to permit Secured Party to exercise the voting and other rights which it may be entitled to exercise hereunder and to receive all distributions which it may be entitled to receive hereunder.

7. Perfection of Pledge.

(a) Each Pledgor shall take all actions and execute all instruments as may be reasonably requested from time to time by Secured Party in order to perfect and protect Secured Party's security interest in the Collateral and to allow Secured Party to have the full value and benefit of the applicable Collateral.

(b) Such Pledgor hereby authorizes Secured Party to file financing statements and any amendments, modifications or continuations thereof deemed necessary by Secured Party to perfect its security interest in the Collateral, including any additional filings necessary to perfect its security interest in the Collateral. All such filings, if any, shall be at the expense of the Pledgors. Each Individual Pledgor agrees that if it becomes the owner of any additional equity interests or other membership interest in Buyer, such equity interests or other membership interest shall be deemed to constitute part of the Pledged Collateral hereunder and shall be subject to the terms and provisions hereof; and such Individual Pledgor hereby assigns and pledges to Secured Party and grants to Secured Party a security interest in all such equity interests or membership interests, as applicable, for the purposes set forth herein. Such Individual Pledgor shall cause any such additional equity interests or membership interests to be deposited with Secured Party in the manner provided herein for the purposes of this Agreement. Buyer agrees that if Buyer becomes the owner of any additional assets constituting Encumbered Collateral, such assets shall be deemed to constitute part of the Encumbered Collateral hereunder and shall be subject to the terms and provisions hereof; and Buyer hereby assigns and pledges to Secured Party and grants to Secured Party a security interest in all such Encumbered Collateral acquired after the date of this Agreement, as applicable, for the purposes set forth herein.

8. SECURITY INTEREST ABSOLUTE. EACH PLEDGOR HEREBY WAIVES ALL DEMAND, NOTICE, PROTEST, NOTICE OF ACCEPTANCE OF THIS AGREEMENT AND ALL DEMANDS AND NOTICES OF ANY ACTION TAKEN BY SECURED PARTY UNDER THIS AGREEMENT OR WITH RESPECT TO ALL OR ANY PART OF THE OBLIGATIONS, AND HEREBY AGREES TO ANY SUBSTITUTION FOR, EXCHANGE OF, OR RELEASE OF ANY OF THE COLLATERAL OR ANY OTHER COLLATERAL FOR ALL OR ANY PART OF THE OBLIGATIONS, OR ANY RELEASE OF ANY PERSON LIABLE ON ANY PART OF THE OBLIGATIONS. ALL RIGHTS OF SECURED PARTY AND LIENS AND SECURITY INTERESTS HEREUNDER, AND ALL OBLIGATIONS OF THE PLEDGORS HEREUNDER, SHALL BE ABSOLUTE AND UNCONDITIONAL. EACH PLEDGOR AGREES THAT SECURED PARTY MAY ENFORCE THIS INSTRUMENT UPON ANY EVENT OF DEFAULT, WITHOUT FIRST RESORTING TO ANY OTHER COLLATERAL THAT MAY SECURE ALL OR ANY PART OF THE OBLIGATIONS.

9. Events of Default. An Event of Default shall have occurred hereunder upon the occurrence of any of the following:

(a) breach of any agreement or covenant in this Agreement and such failure is not cured by the applicable Pledgor(s) within a period of thirty (30) days after receipt of written notice thereof from Secured Party;

(b) a breach of any payment obligation of Buyer under the Purchase Agreement;

(c) the making of any written warranty or written representation contained herein by any Pledgor to Secured Party which proves to be false in any material respect when made or deemed made;

(d) the dissolution of Buyer;

(e) the commencement by any Pledgor of an insolvency, bankruptcy, receivership or similar proceeding; or

(f) a bankruptcy, insolvency, receivership or similar proceeding initiated against any Pledgor and not dismissed or discharged within sixty (60) days.

10. Remedies Upon Default. Notwithstanding and without limiting any other provision of this Agreement, if at any time an Event of Default shall have occurred and be continuing, then, in addition to having the right to exercise any rights or remedies under the Uniform Commercial Code or applicable law or at equity, Secured Party may, to the extent permitted by law, without being required to give any notice to Pledgor or to take or do any action, including the actions set forth below:

(a) Apply any cash held by it hereunder in the manner provided by this Agreement, and if there shall be no such cash or if the cash so applied shall be insufficient to pay in full the Obligations, collect, receive, appropriate and realize upon the Collateral or any part thereof, and/or sell, assign, transfer, contract to sell or otherwise dispose of and deliver the Collateral or any part thereof, in its entirety or in portions, at public or private sale or at any broker's board, on any securities exchange or at any of Secured Party's places of business or elsewhere, for cash, upon credit or for future delivery, and at such price or prices as Secured Party may deem commercially reasonable, and Secured Party may (except as otherwise provided by law) be the purchaser of any or all of the Collateral so sold and thereafter may hold the same, absolutely, free from any right or claim of whatsoever kind.

(b) In the event of a sale involving the Buyer Interests, Secured Party may, at any such sale, restrict the number of prospective bidders or purchasers and/or further restrict such prospective bidders or purchasers to those who will represent and agree that they are purchasing for their own account, for investment and not with a view to the distribution or resale of the Buyer Interests, and may otherwise require that such sale be conducted subject to restrictions as to such other matters as Secured Party may deem necessary in order that such sale may be effected in such manner as to comply with all applicable state and federal securities and other laws. Upon any such sale, Secured Party shall have the right to deliver, assign and transfer the Buyer Interests so sold to the purchaser thereof.

(c) Each purchaser at any such sale shall hold the property sold, absolutely free from any claim or right whatsoever, including any equity or right of redemption of any Pledgor, and each Pledgor hereby specifically waives all rights of redemption, stay or appraisal and other rights that such Pledgor has or may have under any law, regulation or statute now existing or hereafter adopted or otherwise. Secured Party shall give each Pledgor not less than ten (10) calendar days' written notice of its intention to make any such public or private sale. Such notice shall state the time and place fixed for such sale, and, in case of a sale at broker's board, on a securities exchange, at one or more of Secured Party's places of business or elsewhere, shall state the board, exchange or other location at which such sale is to be made and the day on which the Collateral, or that portion thereof so being sold, will first be offered for sale at such location. Such notice in case of a private sale, shall state only the date on or after which such sale may be made. Any such notice given as aforesaid shall be deemed to be reasonable notification.

(d) Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as Secured Party may fix in the notice of such sale. At any sale, (i) the Collateral may be sold in one lot as an entirety, (ii) each of the Buyer Interests and Buyer Assets may be sold separately, or (iii) the Collateral may be divided and sold in any number of parts, in each case as Secured Party may determine in its sole discretion. Secured Party shall not be obligated to make any sale(s) pursuant to any such notice. Secured Party may, without notice or publication, adjourn any sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for the sale, and such sale may be made at any time or place to which the same may be so adjourned. In case of any sale of all or any part of the Collateral on credit or for future delivery, the Collateral so sold may be retained by Secured Party until the selling price is paid by the purchaser thereof, but Secured Party shall not incur any liability in case of the failure of such purchaser to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may again be sold upon like notice.

(e) Secured Party, instead of exercising the power of sale herein conferred upon it, may proceed by a suit or suits at law or in equity to foreclose its lien or security interest arising from this Agreement and sell the Collateral, or any portion thereof, under a judgment or decree of a court or courts of competent jurisdiction.

(f) Notwithstanding and without limiting any other provision of this Agreement or the Purchase Agreement, upon the occurrence and continuation of an Event of Default, Secured Party or its nominee shall have the right, without notice to or the consent of any Pledgor, to exercise any and all rights of conversion, exchange or subscription and any other rights, privileges or options pertaining to any of the Collateral as if it were the absolute owner thereof, including, without limitation, the right to transfer, sell, dispose of or exchange, at its discretion, any or all of the Collateral upon the merger, consolidation, reorganization, recapitalization or other readjustment of any Pledgor or the applicable subsidiary or such other Person (with the products or proceeds thereof becoming Collateral hereunder).

(g) On any sale of any part of the Collateral, Secured Party is hereby authorized to comply with any limitation or restriction in connection with such sale that may be necessary in order to avoid any violation of applicable law or in order to obtain any required approval of the purchaser(s) by any governmental authority or officer or court.

(i) Other than as set forth in the Purchase Agreement, Secured Party and the Pledgors each acknowledge and agree that Secured Party's sole and exclusive remedy for any enforcement of the Pledgors' liabilities with respect to the Secured Obligations hereunder, or the Guaranteed Obligations under Article X of the Purchase Agreement, shall be the exercise by Secured Party of its rights under this Agreement and the Individual Pledgors shall not have any other liability (other than to Buyer) for any related losses or liabilities suffered or incurred by Secured Party relating to or arising out of this Agreement or Article X of the Purchase Agreement.

11. Pledgor Acknowledgements.

(a) Each Pledgor hereby acknowledges that, notwithstanding that a higher price might be obtained for the Collateral at a public sale than at a private sale or sales, the making of a public sale of the Buyer Interests may be subject to registration requirements under applicable securities laws and other legal restrictions, compliance with which would make a public sale of the Buyer Interests impractical. Accordingly, each Pledgor hereby agrees that private sales made by Secured Party in good faith in accordance with the provisions hereof and applicable law may be at prices and on other terms less favorable to Secured Party than if the Buyer Interests were sold at a public sale, and that Secured Party shall not have any obligation to take any steps in order to permit the Buyer Interests to be sold at a public sale.

(b) Each Pledgor hereby acknowledges, understands and agrees that Secured Party (i) may exercise its rights under the Purchase Agreement without exercising its rights hereunder or affecting the security provided hereunder, and (ii) may proceed against all or any portion of the Collateral and all other collateral securing any of the Obligations in such order and at such time as determined by Secured Party in its sole discretion. Each Pledgor hereby expressly waives any rights under the doctrine of marshalling of assets.

(c) Each Pledgor hereby acknowledges, understands and agrees that compliance with the foregoing procedures shall satisfy any applicable requirements that such sale or disposition be made in a commercially reasonable manner.

12. Application of Proceeds. The proceeds of any collection, recovery, receipt, appropriation, realization, transfer, exchange, disposition or sale as aforesaid shall be applied by Secured Party in the following order:

(a) First, to the payment of all reasonable costs and expenses of every kind incurred by Secured Party hereunder, including, but not limited to, costs and expenses relating to collection of the Obligations secured hereunder or in connection therewith or incidental to the care, safekeeping or otherwise of any of the Collateral, and to the payment of all sums which Secured Party may be required or may elect to pay, if any, for taxes, assessments, insurance and other charges upon the Collateral or any part thereof, and all other payments that Secured Party may be required or authorized to make under any provision of this Agreement including, without limitation, diligence fees, search, audit, recording, and filing fees and expenses and reasonable attorneys' fees and expenses actually incurred (determined without regard to any statutory presumption);

(b) Second, to the payment of any other amounts due under the Obligations;

(c) Third, to the satisfaction of Obligations secured by any subordinate security interest of record in the Collateral if written notification of demand therefor is received before distribution of the proceeds is completed; provided that the holder of a subordinate security interest shall furnish reasonable proof of its secured interest to Secured Party, and unless it does so, Secured Party need not address its claims; and

(d) Finally, to the payment to each Pledgor of surplus then remaining from such proceeds, if any, unless otherwise required by law or directed by a court of competent jurisdiction.

13. Secured Party May Perform. Upon the failure of any Pledgor to pay all taxes, charges, transfer fees and assessments against the Collateral, including the respective Buyer Interests owned by either Individual Pledgor, and to do all things necessary to preserve and maintain the value of the Collateral, Secured Party, in its discretion, and after giving such Pledgor ten (10) days written notice of its intention to do so and such Pledgor's failure to make any such payments within said ten (10) days, may make any such payments and advance any such sums. Each Pledgor agrees to reimburse Secured Party immediately upon demand for all such payments and advances, repayment of which is secured by this Agreement. Notwithstanding the foregoing, Secured Party shall be under no duty to collect any amount due on the Collateral, to realize on the Collateral, to keep the Collateral insured, to make any presentment, demand or notice of protest in connection with the Collateral, or to perform any other act relating to the enforcement, collection or protection of the Collateral.

14. Secured Party Appointed Attorney-in-Fact. Each Pledgor hereby irrevocably appoints Secured Party as such Pledgor's true and lawful attorney-in-fact with full power of substitution, in Secured Party's name or such Pledgor's name or otherwise coupled with an interest, for Secured Party's sole use and benefit, at such Pledgor's cost and expense, to exercise the following powers with respect to the Collateral, upon the occurrence of an Event of Default hereunder, to:

(a) demand, sue for collection, receive, and give acquittance for any and all monies due or owing with respect to the Collateral;

(b) receive, take, endorse, assign, and deliver any checks, notes, drafts, documents or instruments taken or received by Secured Party in connection with the Collateral or comprising any of the Collateral;

(c) settle, compromise, prosecute, or defend any action or proceeding with respect to the Collateral; and

(d) sell, transfer, assign or otherwise deal in or with the Collateral or the proceeds thereof, as fully as if Secured Party were the absolute owner thereof.

15. Cumulative Remedies. This Agreement shall not prejudice the right of Secured Party at its option to enforce the collection of any of the Obligations, or any other instrument executed in connection with any of the Obligations, by suit, or in any other lawful manner. No right or remedy is intended to be exclusive of any other right or remedy, but every such right or remedy shall be cumulative to every other right or remedy herein or conferred in any other document, now or hereafter existing at law or in equity.

16. Payment of Expenses. The Pledgors shall pay all expenses of administering or enforcing this Agreement.

17. No Waiver. No waiver by Secured Party of any Event of Default shall operate as a waiver of any other Event of Default or of the same Event of Default on a future occasion.

18. Severability. Every provision of this Agreement is intended to be severable. If any item or provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this Agreement.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State or Texas or any other jurisdiction).

20. Joint and Several. All covenants, representations, warranties, waivers, agreements, and obligations of the Pledgors contained in this Agreement shall be joint and several.

21. Entire Agreement. The entire agreement between the Parties with respect to the subject matter hereof is contained in the Purchase Agreement, this Agreement and any other documents executed in connection with the Obligations secured hereunder or any documents necessary to execute relating to the Collateral. Any amendment to this Agreement must be in writing duly signed by the Parties in order to be binding. Where the circumstances require, the singular shall refer to the plural, the plural to the singular, and the masculine, feminine or neuter shall refer to any gender. All references to documents and agreement shall be deemed to also refer to all amendments, modifications or restatements thereof.

22. Representation by Counsel. Each Party agrees that it has had the opportunity to be represented by independent counsel of its choice during the negotiation and execution of this Agreement and the documents referred to herein, and that it has executed the same upon the advice of its selected independent counsel. The documents referred to herein, and any and all drafts relating thereto shall be deemed the work product of all Parties and may not be construed against another Party by reason of its preparation. Therefore, the Parties waive the application of any law providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

23. Notices. Any notice or other communication required or permitted to be given by this Agreement or by applicable law shall be in writing and shall be deemed to have been duly given: (i) when delivered in person (provided a signed receipt is obtained); (ii) when received, if sent by email with confirmation of receipt at the email address of the recipient; (iii) on the date receipt is acknowledged, if delivered by certified mail, return receipt requested; or (iv) if sent via Federal Express or similar courier service via overnight delivery, on the date of delivery or refusal:

If to Buyer or Pledgors:

David Meckley
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Samuel Telleen
[REDACTED] [REDACTED] [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Restitution Brands LLC
5444 Westheimer Rd. Suite 1000
Houston, Texas 77056
Attention: David Meckley, Chief Executive Officer
E-mail: davidmeckley@restitutionbrands.com

If to Secured Party:

Just Energy Advanced Solutions LLC
c/o Just Energy (U.S.) Corp.
5251 Westheimer Road, Suite 1000
Houston, Texas 77056
Attention: Greg Wilks, Chief Financial Officer
Email: gwilks@justenergy.com

With a copy to:

Just Energy (U.S.) Corp.
5251 Westheimer Road, Suite 1000
Houston, TX 77056
Attention: General Counsel
Email: legal@justenergy.com

24. Continuing Security Interest; Further Actions. This Agreement shall create a continuing first priority lien and security interest in the Collateral and shall (a) subject to Section 25, remain in full force and effect until payment and performance in full of the Obligations, (b) be binding upon each Pledgor and its respective successors and assigns, and (c) inure to the benefit of Secured Party and its successors, transferees and assigns; provided that no Pledgor may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of Secured Party.

25. Termination; Release. On the date on which all Obligations have been paid and performed in full, this Agreement shall automatically terminate and be of no further force and effect. Secured Party shall, upon request of any Pledgor, execute and deliver to each Pledgor a proper instrument acknowledging the satisfaction and termination of this Agreement.

26. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute but one and the same instrument. The exchange of copies of this Agreement, including executed signature pages, by

electronic transmission (including .pdf, scanned copies or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) will constitute effective execution and delivery of this Agreement for all purposes and the parties agree that it shall have the same force of evidence as an inked original and that electronic signature shall bind the parties as if they had proceeded with handwritten signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, this instrument has been executed this 1st day of February, 2024.

PLEDGOR:

David Meckley



STATE OF TEXAS
COUNTY OF Harris, TO-WIT:

The below signed, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that David Meckley, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he, being thereunder duly authorized, signed and delivered said instrument as the free and voluntary act of said limited liability company, and as his own free and voluntary act, for the uses and purposes set forth therein.

GIVEN, under my hand and notarial seal this 1st day of February 2024.



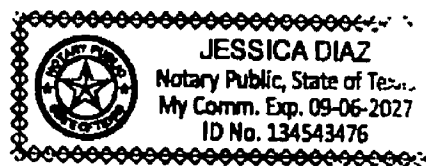
Notary Public

Jessica Diaz

Printed Name

My Commission Expires: 09-06-2027

[SEAL]



IN WITNESS WHEREOF, this instrument has been executed this 1st day of February, 2024.

BUYER:

Restitution Brands LLC,
a Texas limited liability company

By: *David Meckley*
Name: David Meckley
Title: Chief Executive Officer

STATE OF TEXAS
COUNTY OF Tarrant, TO-WIT:

The below signed, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that David Meckley, the Chief Executive Officer of Restitution Brands LLC, a Texas limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he, being thereunder duly authorized, signed and delivered said instrument as the free and voluntary act of said limited liability company, and as his own free and voluntary act, for the uses and purposes set forth therein.

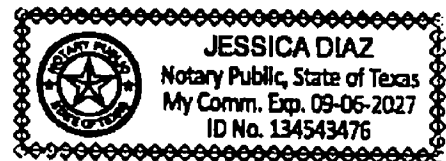
GIVEN, under my hand and notarial seal this 1st day of February 2024.

Jessica Diaz
Notary Public

Jessica Diaz
Printed Name

My Commission Expires: 09-06-2027


[SEAL]



IN WITNESS WHEREOF, this instrument has been executed this 1st day of February, 2024.

PLEDGOR:

Samuel Telleen



STATE OF TEXAS
COUNTY OF Harris, TO-WIT:

The below signed, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that Samuel Telleen, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he, being thereunder duly authorized, signed and delivered said instrument as the free and voluntary act of said limited liability company, and as his own free and voluntary act, for the uses and purposes set forth therein.

GIVEN, under my hand and notarial seal this 1st day of February 2024.



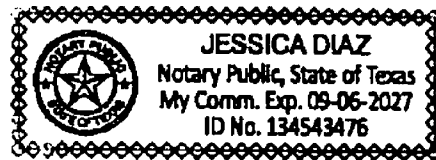
Notary Public

Jessica Diaz

Printed Name

My Commission Expires: 09-06-2027

[SEAL]



IN WITNESS WHEREOF, this instrument has been executed this 1st day of February, 2024.

SECURED PARTY:

JUST ENERGY ADVANCED SOLUTIONS LLC,
a Delaware limited liability company

By: Scott Fordham
Name: Scott Fordham
Title: Chief Operating Officer

STATE OF TEXAS
COUNTY OF Harris, TO-WIT:

The below signed, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that Scott Fordham, the Chief Operating Officer of JUST ENERGY ADVANCED SOLUTIONS LLC, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he, being thereunder duly authorized, signed and delivered said instrument as the free and voluntary act of said limited liability company, and as his own free and voluntary act, for the uses and purposes set forth therein.

GIVEN, under my hand and notarial seal this 1st day of February 2024.

Christianne Robinson
Notary Public

Christianne Robinson
Printed Name

My Commission Expires: 01/17/2027

[SEAL]

